

**REPRESENTATION AGREEMENT BETWEEN
BOSE PUBLIC AFFAIRS GROUP AND
THE TOWN OF WHITESTOWN**

This Agreement, made and entered into on the ____ day of December 2016, by and between Bose Public Affairs Group with offices at 111 Monument Circle, Suite 2700, Indianapolis, Indiana 46204 (hereinafter referred to as 'BPAG'), and Town of Whitestown with offices at 6320 South Cozy Lane Whitestown, Indiana (hereinafter referred to as 'Whitestown').

WITNESSETH:

WHEREAS, Whitestown wishes to retain BPAG to perform certain state government relations services on their behalf, in support of Whitestown, with the State of Indiana and the General Assembly; and

WHEREAS, BPAG wishes to undertake representation of Whitestown in matters concerning state government relations;

NOW, THEREFORE, in consideration of the payments to be made to BPAG, as hereinafter provided, and the mutual agreements contained herein, the parties agree as follows:

1. Terms and Termination:

This agreement shall be effective beginning 1-1-2017, and shall continue in full force and effect through 12-31-2017.

2. Services:

Whitestown hereby retains BPAG to perform government relations services in order to support Whitestown. BPAG and Whitestown will work together to identify specific plans and programs which will support Whitestown. The primary focus of services performed by BPAG will be legislative monitoring and legislative lobbying.

3. Independent Contractor:

BPAG shall, at all times, be an independent contractor under this agreement, BPAG shall exercise independent judgment as to the services which are necessary in order to fulfill its obligations under this contract and shall exercise its independent judgment as to how said services should be performed in order to meet the objectives which are mutually agreed upon with Whitestown.

4. Indemnification:

- a. Whitestown will indemnify and defend Manager and its officers, managers, employees and members from and against any liability, claim or expense (including reasonable attorney fees) relating to or arising out of Manager's performance of management services for or on behalf of Whitestown, but excluding any liability, claim or expense to the extent arising as a result of Manager's recklessness or willful misconduct.
- b. Manager will indemnify and defend Whitestown and its officers, managers, employees and members from and against any liability, claim or expense (including reasonable attorney fees) to the extent arising as a result of Manager's recklessness or willful misconduct in the performance of management services for or on behalf of Whitestown.
- c. This Section 4 will survive and remain enforceable after expiration or termination of this Agreement.

5. No Lawyer-Client Relationship; Confidentiality; Conflict of Interest:

The services to be provided under this Agreement are not legal services, but are law-related services, as defined in Rule 5.7 of the Indiana Rules of Professional Conduct. Thus, the protections of the lawyer-client relationship, including but not limited to the protection of client confidences, prohibitions against representation of persons with conflicting interests, and maintenance of professional independence, do not as such apply to such services. Notwithstanding the foregoing, BPAG contractually agrees to the following in connection with the services to be provided under this Agreement:

- a. BPAG acknowledges that in the course of performing the services, duties, and obligations described in this Agreement, it may acquire confidential and proprietary information relating to Whitestown. BPAG agrees that, except with the consent of Whitestown or as incidental to the performance of services under this Agreement, it will not disclose any such confidential or proprietary information of Whitestown to any person or entity except as required by law, or unless and until such confidential and proprietary information is publicly available; and
- b. Without the consent of Whitestown, BPAG will not represent another client if the representation of that client would be directly adverse to Whitestown with respect to the services to be provided under this Agreement, or if BPAG's representation of Whitestown would be materially limited by BPAG's responsibilities to such other client or to any other person or entity, or by BPAG's own interest.

6. Compensation:

As compensation for the performance by BRAG of its obligations under this Agreement, Whitestown agrees to pay BPAG \$3,000.00 per month, totaling \$39,000.00.

7. Expenses:

BRAG shall be reimbursed for reasonable expenses that are incurred on behalf of Whitestown in the course of BPAG's representation of Whitestown, such as, but not limited to, shipping charges, mileage charges, airline travel, hotel expenses, and reasonable and necessary entertainment expenses. Any expenditure beyond this description will only be incurred with prior approval from Whitestown.

This Agreement constitutes the entire contract between the parties and no other promises or representations have been made. Any modifications to this Agreement must be made in writing.

ACKNOWLEDGED AND AGREED TO BY:

Bose Public Affairs Group

Town of Whitestown

Name

Name

Title

Title

Date

Date